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Throughout these Terms of Use we use certain capitalized terms, which are defined at the end of these Terms of Use.

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By agreeing to these Terms of Use, you agree to the terms of our Privacy Policy and any applicable Privacy Notices, which are expressly incorporated herein. Before using this Site, please carefully review our Privacy Policy. All Personal Information provided to us as a result of your use of this Site will be handled in accordance with our Privacy Policy. To the extent there are inconsistencies between these Terms of Use and our Privacy Policy, these Terms of Use control.

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When you sign up to use a special feature of this Site, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” This type of agreement is known as a “click-through” agreement. If any of the terms of the click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the “click-through agreement.”

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It is a condition of these Terms of Use that you do not:

upload, post, transmit or otherwise make available any User-Generated Content that is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy; any User-Generated Content that constitutes or encourages activity illegal under criminal or civil law; any User-Generated Content that is false, misleading, or fraudulent; any User-Generated Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); any User-Generated Content that violates or infringes upon the rights of others, including User-Generated Content which violates the patent rights, copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity; any User-Generated Content that contains the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen years old and you have first obtained his/her express permission or (ii) that person is under eighteen years old but you are his/her parent or legal guardian; any request for or solicitation of any personal or private information from any individual; any request for or solicitation of money, goods, or services for private gain; any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or any User-Generated Content that contains advertising, promotions or marketing, or which otherwise has a commercial purpose; impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or violate any local, state, national or international law, rule or regulation. By posting User-Generated Content, you represent and warrant that (i) you own or otherwise control all necessary rights to the User-Generated Content and have the right to grant the license set forth in these Terms of Use; (ii) the User-Generated Content is accurate, and (iii) you are at least eighteen years old and you have read and understood—and your User-Generated Content fully

complies with—these Terms of Use and applicable laws and will not cause injury to any person or entity.

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Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by 7APPSERV of any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use will remain in full force and effect.

Governing Law, Jurisdiction and Venue

These Terms of Use will be governed under the laws of the State of Florida without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use will be venued exclusively in state or federal court in Ramsey County, Florida. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms of Use is taking place or originating.

Indemnity

You agree to indemnify and hold 7APPSERV, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site in violation of these Terms of Use and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or if any material that you post using this Site causes us to be liable to another. We reserve the right to defend any such claim, and you agree to provide us with such reasonable cooperation and information as we may request.

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For your convenience, whenever these Terms of Use are changed, we will alert you by placing the word “New” next to the link marked “Terms of Use” in the universal footer of this Site. We will also update the “effective date” at the top of this page. If you have not used this Site recently, be sure you check the effective date to see if these Terms of Use have been revised since your last visit.

You may access the current version of these Terms of Use at any time by clicking on the link marked “Terms of Use” in the universal footer of this Site.

Entire Agreement

These Terms of Use (together with our Privacy Policy and any click-through agreements applicable to you) contain the entire understanding and agreement between you and 7APPSERV with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and 7APPSERV with respect to this Site and your use of this Site.

Definitions

The terms “7APPSERV,” “we,” “us,” and “our” refer to 7AppServ INC.. The term “Content” refers to all of the software and code comprising or used to operate this Site, and all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, and other materials available on this Site, including User-Generated Content.

The term “Feedback” refers to the Content you post on or through this Site that is specifically about how we can improve this Site and the products and services we make available through this Site. See also the definition of “User-Generated Content.”

The term “including” means “including, but not limited to.”

The term “Personal Information” refers to information that identifies you personally, alone or in combination with other information available to us. Examples of Personal Information include your name, address, and email address.

The term “Privacy Notice” refers to notices posted on particular pages of this Site that provide a level of detail that we cannot provide in this more general description of our privacy practices. Privacy Notices provide details about the Personal Information we collect on those pages, why we need that information, and choices you may have about the ways we use that information. The terms “Privacy Policy” and “Policy” refer to the online Privacy Policy available here.

The term “Site” refers to the website located at www.7appserv.com and owned by 7AppServ INC..

The term “User-Generated Content” refers to all of the text, photographs, images, illustrations, graphics, sound recordings, video, audio-video clips, and other Content that you post on or through this Site using the social networking tools we make available to you and that does not constitute Feedback. One way that User-Generated Content differs from other information you provide to us is that, once submitted, User-Generated Content is made available

instantaneously to others. Examples of User-Generated Content include comments posted beneath news reports available on this Site.

Questions

If you have any questions about this Site or these Terms of Use, please contact us using the following information:

7AppServ INC 470 NW 44th Ter Unit 201 Deerfield Beach – 33442 FL – 954-708-5222 contact@7appserv.com.